

OMB No. 1124-0006; Expires April 30, 2017

U.S. Department of Justice  
Washington, DC 20530

**Exhibit A to Registration Statement**  
**Pursuant to the Foreign Agents Registration Act of**  
**1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant  Development Counsellors International		2. Registration No.  4777
3. Name of Foreign Principal Economic Promotion Agency of Tuscany	4. Principal Address of Foreign Principal Vittorio Emanuele II Street 62-64 50135 Florence, Italy	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership  <input type="checkbox"/> Corporation  <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee  <input type="checkbox"/> Voluntary group  <input type="checkbox"/> Other (specify) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant Directorate General for Presidency - Regional Policies for attracting inward investment		
b) Name and title of official with whom registrant deals Mr. Filippo Giabbani, Legal Representative		
7. If the foreign principal is a foreign political party, state:		
a) Principal address		
b) Name and title of official with whom registrant deals		
c) Principal aim		

<sup>1</sup> "Government of a foreign country," as defined in Section 1(c) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal


Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
4/30/14	Carrie Nepo, CFO	

OMB No. 1124-0004; Expires April 30, 2017

U.S. Department of Justice  
Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Development Counellors International

2. Registration No.  
4777

3. Name of Foreign Principal  
Economic Promotion Agency of Tuscany

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

DCI will conduct investment generation services in Tuscany to seek out companies and investors with plans to invest, on a continuous basis, or set up a business in Tuscany. DCI will provide a data base of the companies and investors with potential interest in the territory and facilitate direct contacts between Invest in Tuscany and siad companies/investors. See the attached contract for further details.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.


DCI will create a database of prospective investors and companies, facilitate meetings, organize investment missions in the United States, organize events aimed at promoting the investment opportunities in Tuscany and perform general media relations services.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B 4/30/14	Name and Title Carrie Nepo, CFO	Signature 
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Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



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**COLLABORATION AGREEMENT**

**between**

**ECONOMIC PROMOTION AGENCY OF TUSCANY**

**and**

**DEVELOPMENT COUNSELLORS INTERNATIONAL, INC.**

**Data: 17/03/2014**

**Prot. 2014/1975.7**



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**AGREEMENT**

This collaboration agreement (hereinafter referred to as "**Agreement**") is entered into as of the 15<sup>th</sup> of March 2014, by and between:

**ECONOMIC PROMOTION AGENCY OF TUSCANY**, an agency established and operating under the laws of Italy and having its registered office in Vittorio Emanuele II street, 62-64, 50134 Florence (Italy); Tax code and VAT number 05065320482, represented by the legal representative in office Mr. Filippo GIABBANI (hereinafter referred to as "**TP**")

and

**DEVELOPMENT COUNSELLORS INTERNATIONAL INC.**, a company incorporated under the laws of New York State and having its registered office in 215 Park Ave. South, 10<sup>th</sup> floor, New York, NY 10003 (USA), registered on the Register of Companies of New York under no.13-1945303, represented by the legal representative in office Mr. Andrew Levine (hereinafter referred to as "**DCI**")

(TP and DCI are hereinafter individually referred to as "**Party**" and collectively as "**Party**").

**WHEREAS:**

- A. TP is the Economic Promotion Agency of Tuscany which promotes the Region of Tuscany as an investment location and attracts foreign companies willing to set up a new business in Tuscany or expanding present facilities in this Region;
- B. For the above purpose, TP provides a support and assistance to foreign investors establishing businesses or planning investments in Tuscany and helps them in creating and developing networks with Tuscan partners and facilitates the relations with the authorities and local public and private institutions;
- C. DCI is a service provider specialized in the search of companies with investment and job creation projects and in the promotion of investment promotion agencies and economic development organizations in the territory of the United States;
- D. DCI has developed a successful approach and expertise to investment promotion, which uses a full range of different sources, both in-house and external, to identify and follow-up target companies and to convince their decision-makers and to offer suitable site location solutions dedicated to their projects;
- E. By subscribing to this Agreement, DCI is interested in promoting Tuscany and attracting companies to set up a business entity on its territory;
- F. TP desires to engage DCI to provide services as are set out herein, and DCI desires to provide such services to TP, on the terms and subject to the conditions set forth in this Agreement.

**NOW THEREFORE**, in accordance with the foregoing recitals which *[together with the Annexe herein attached]* are an integral part of this Agreement and which are subject to the detailed terms and conditions set forth hereinafter, the Parties hereby mutually agree as follows.

**1. SCOPE OF THE AGREEMENT**

- 1.1 TP hereby engages DCI to provide to TP the Services specified in the following article 3, and DCI hereby accepts such engagement, all in accordance with the terms and conditions of this Agreement.
- 1.2 During the term of this Agreement, DCI shall supply to TP the Services set forth in the following article 3, for the fees indicated in the article 7.



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## 2. NON EXCLUSIVITY

- 2.1 Nothing herein is intended nor shall be construed as creating any exclusive right of DCI to provide TP with the Services. This Agreement shall not restrict TP from acquiring similar, equal or like services from other entities or sources located in the territory of DCI.
- 2.2 Therefore, the Parties agree and acknowledge that, during the term of the Agreement, TP is free to stipulate other contracts for providing of the Services and similar assistance or to appoint any other agent, scouter or promoter for promoting Tuscany and attracting companies to set up a business entity on its territory as well as for any other scope or purpose.

## 3. SERVICES

- 3.1 Subject to the terms of this Agreement, the DCI shall provide to TP the following services and activities in the territory of the United States (hereinafter referred to as the "Services"):

- 3.1.1 conduct investment generation services in the territory and seek out companies and investors with plans to invest, on a continuous basis, or set up the business in Tuscany;
- 3.1.2 provide TP with a data base of the companies and investors with potential interest to invest in Tuscany or set up the business in its territory, including addresses, persons and other contact details, etc.;
- 3.1.3 encourage and facilitate direct contacts between TP and the above companies and investors;
- 3.1.4 facilitate and favour the promotion through its contact network and the local mass media the investment opportunities in Tuscany and the services provided by TP as an exclusive representative and system facilitator for the investments in Tuscany, according to the terms and conditions agreed with TP, it being understood that all costs and expenses of the promotion activities shall be borne by TP;
- 3.1.5 perform all necessary verifications and analysis of the companies and entities indicated by TP and contact them to verify their intention or possibility to invest in Tuscany;
- 3.1.6 prepare and organize a maximum of 2 (two) investment missions to the United States involving TP's personnel, arranging meetings in person with the companies identified as potential investors in Tuscany and other entities, agencies, investors, intermediaries and other business operators acting in the territory;
- 3.1.7 maintain TP in contact with companies, intermediaries and local institutions and to inform TP about significant elements of the local business environment, both in the territory and in the Sectors;
- 3.1.8 provide to TP the assistance in organization of events aimed at information and promotion of the investment opportunities offered by local system to sustain new investment projects, primarily with a group of influencers called "site selection consultants"; assist and support TP with its presentation materials for such meetings, as well as those meetings with companies considering an expansion;
- 3.1.9 provide to TP periodic update on the local business environment;
- 3.1.10 facilitate and assist TP with media relations, particularly during the East Coast visit in June that will include a stop in New York. DCI is to arrange 2-3 interviews with top U.S. media publications that are focused on business news (Wall Street Journal, New York Times, Forbes, Fortune, BusinessWeek, TIME, Dow Jones, CNBC, Bloomberg);



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- 3.1.11 prepare and transmit to TP, every 2 ([nvo]) months, a periodic reports (including all necessary documents and evidences), attesting the activities and the Services performed by DCI according to this Agreement.
- 3.2 The Parties agree that the Services shall be provided by DCI in the following sectors (hereinafter referred to as the "Sectors"):
- 3.2.1 Life Sciences, ICT & Robotics, Non-residential Real Estate, Mechanics and Automotive and Renewable Energies & Cleantech.
- 3.3 All the Services set forth in this Agreement shall be provided by DCI under its full responsibility, in full compliance with eventual TP's instructions and/or requirements.
- 3.4 DCI will provide the Services described in article 3.1 directly. When DCI will not be able to supply the Services by itself at the time they are being requested by TP, because of lack of the specific skills requested for the completion of the Services, DCI shall use its best efforts to ensure that the Services will be provided to TP, by appealing to third parties which have developed sufficient specific expertise with respect to the scope of such Services. In such case, the DCI shall conclude, at his own costs and expenses, specific written agreements with the third party involved to state – with the prior written approval of TP – terms and conditions of delivering of the Services required.
4. **METHODOLOGY**
- Methodology is defined in the attached Proposal, indicated in **Annex 1**.
5. **FURTHER OBLIGATIONS OF DCI**
- 5.1 In addition to the Services indicated in the foregoing article 3, DCI shall:
- 5.1.1 select at least 5 (five) potential investors with actual plans to invest in Tuscany in the Sectors identified in the foregoing paragraph 3.2, in accordance with the criteria defined and agreed with TP.;
- 5.1.2 transmit to TP the description of each of the above selected investors, indicating all available elements and information of the investment project. The Parties agree that each Investor Profile shall include at least the information indicated in **Annex 1**;
- 5.1.3 propose to the selected investors visits to the possible facilities and structures in Tuscany in order to orient their investment and business plans. DCI can assist TP in organization of these visits.
6. **DECLARATIONS AND OBLIGATIONS OF TP**
- 6.1 In the event of specific request of any potential investor, TP confirms hereby its availability to enter into agreement/s in order to protect and regulate the disclosure by TP of any confidential information regarding the potential investor and/or its investment projects, according to the terms and conditions which will be discussed and agreed in good faith between the parties involved.
- 6.2 In order to allow DCI to provide the Services under this Agreement, TP will provide DCI with all the documents and information necessary to enable DCI to adequately perform the Services.
- 6.3 In particular, TP will transmit to DCI the following information:
- 6.3.1 Information related to the business, tax and legal environment in Tuscany;



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- 6.3.2 Information related to production costs: labour costs, energy costs, social costs, company tax, tax rates, etc.);
- 6.3.3 Information related to financial assistance available to various types of projects (grants, loans, social cost or tax exemptions, equity capital contribution, etc.) whatever the source (local, national, European);
- 6.3.4 Information related to existing companies, recent corporations to invest in Tuscany, reasons why companies have not chosen to invest in Tuscany during the last three years, and potential opportunities for investment (examples: large holes in the supply chain network that could be filled by U.S. companies, new legislation available to companies in a particular industry that would make it attractive to operate there).
- 6.3.5 Information about Tuscany's financial health, bond ratings, and other examples of economic stability that can contrast the region against the country.
- 6.3.6 Information about university specialties, workforce availability, educational attainment, and workforce training programs, all issues that are very important to U.S. companies.
- 6.4 *[EVENTUAL: Based on the Investor Profile prepared by the DCI, TP shall initiate all the actions necessary to convert the project into the set up of the company, providing a feasibility assessment of the project and understanding of the company's requirements.*
- 6.5 *Upon reception of the Investor Profile, TP shall formalise a business location proposal within one weeks lead time (this may be flexible depending on the timetable of the company and when a meeting is arranged), indicating:*
- 6.5.1 *one or more sites or property proposals (with descriptive of the business park or of the premises, sales or lease costs, availability of specific equipment, etc.);*
- 6.5.2 *a description of the legal, financial and non-financial package proposals and the incentive package which could be considered to accompany the business set up;*
- 6.5.3 *the business environment, the infrastructure characteristics, the training facilities, etc.;*
- 6.5.4 *more generally, any information which could be of interest to the foreign company: existing local skills, contractor potential, etc.]*

**7. FEES AND TERMS OF PAYMENT**

- 7.1 As remuneration for the Services to be provided by DCI according to this Agreement, TP shall pay to the DCI the following fees:
- 7.1.1 €30.000,00
- 7.2 The Parties agree that the above fees include:
- 7.2.1 all the direct costs (such as, but not limited to, wages, transfers, social charges and employment taxes, value added tax, if due); and
- 7.2.2 all indirect costs incurred by DCI for providing of the Services, as well as all its management fees; and



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- 7.2.3 exclude, instead, any costs associated with TP personnel attending and or exhibiting at US tradeshows and events, or attending meetings' programmes in the US.
- 7.3 Subject to the full and correct fulfilment by DCI of its obligations under this Agreement, the above fees shall be invoiced by DCI to TP as follows:
- 7.3.1 €6.000,00 of the above fees shall be invoiced by DCI, within 5 ([five]) days from the receipt by TP of the first periodic report indicated in the article 3.1, attesting the activities and the Services performed by the DCI and on condition that the above report is satisfactory to TP;
- 7.3.2 €6.000,00 of the above fees shall be invoiced by the DCI, within 5 ([five]) days from the receipt by TP of the second periodic report indicated in the article 3.1.11, attesting the activities and the Services performed by DCI and on condition that the above report is satisfactory to TP and the first Investor Profile indicated in the article 5.1.2, on condition that it is satisfactory to TP;
- 7.3.3 €6.000,00 of the above fees shall be invoiced by DCI, within 5 ([five]) days from the receipt by TP of the third periodic report indicated in the article 3.1.11, attesting the activities and the Services performed by DCI and on condition that the above report is satisfactory to TP and the second and the third Investor Profile indicated in the article 5.1.2, on condition that it is satisfactory to TP;
- 7.3.4 €6.000,00 of the above fees shall be invoiced by DCI, within 5 ([five]) days from the receipt by TP of the fourth periodic report indicated in the article 3.1.11, attesting the activities and the Services performed by DCI and on condition that the above report is satisfactory to TP and the of the fourth and fifth Investor Profile indicated in the article 5.1.2, on condition that it is satisfactory to TP;
- 7.3.5 €6.000,00 of the above fees shall be invoiced by DCI at the end of the Agreement, as indicated in the following article 8.1 and after the receipt by TP of the fifth and final periodic report indicated in the article 3.1.11.
- 7.4 All payments due to the DCI under this Agreement will be made by TP within 30 (thirty) days starting from the last date of the month in which the related invoice is issued by the DCI, by bank transfer to be made on the account indicated by DCI in each invoice.
- 8. DURATION AND TERMINATION**
- 8.1 This Agreement shall take effect as of the date of signature by both Parties and shall continue for a period of 10 months and, therefore, until January 17, 2015, without automatic renewal for any further period.
- 8.2 At any time during the continuance of this Agreement, TP shall have the right to terminate this Agreement by giving 3 (three) months prior written notice to DCI in respect to the efficacy of the termination.
- 8.3 Without prejudice to the application of the above paragraphs 8.1 and 8.2, TP shall be entitled to terminate this Agreement in accordance with the article 1456 of the Italian Civil Code, in the event that DCI breaches any of its obligations provided for in the articles 3, 4, 5 and 9 of the Agreement.
- 8.4 In any case of termination of this Agreement, DCI shall not be entitled to an indemnity, remuneration or any other kind of compensation.



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**9. NON COMPETITION**

- 9.1 DCI represents and guarantees that, as at the date hereof, it is not a party to any agreement with any third party related to delivery of consulting, assistance and any other service or activity for promotion, advertising, encouragement or facilitating of any investment or business solution or any similar activity in any Region of Italy;
- 9.2 The Parties agree that in case DCI intends to enter into any further agreement and/or to effect any similar transaction with any third party in relation to promotion, support, encouragement or facilitating of the investments or business solutions or any similar activity in any Region of Italy, DCI shall give written notice of such intention to TP that, upon receipt of such written notice, shall have the right to terminate this Agreement with immediate effect by notice in writing to DCI.

**10. CONFIDENTIALITY**

- 10.1 During the term of this Agreement [and for 2 years after termination], either Party shall maintain in confidence and not disclose without the other's prior written consent: (i) any information concerning the terms and conditions of this Agreement, included without limitation, the information relevant to the Services provided or to be provided under this Agreement and (ii) any information disclosed orally or in written form by a Party to the other, which by nature of the circumstances surrounding disclosure or by the nature of the information itself (patents and any other intellectual property), a reasonable person would deem to be confidential information.
- 10.2 In relation to the above information, the Parties shall take all necessary and reasonable steps to prevent the disclosure of the received information to any third party.

**11. LEGAL STATUS OF THE DCI**

- 11.1 DCI will carry out his activities as an independent business operator, in its own name and on its own account. Therefore, TP and DCI are and remains independent entities.
- 11.2 DCI is not, and shall not be, neither an agent, nor employee, nor sales representative of TP and nothing in this Agreement can be construed as meaning such. Furthermore, the Parties expressly acknowledge that nothing in this Agreement shall be construed to constitute a partnership, an association and/or a joint venture between the Parties.
- 11.3 The Parties agree also that: (a) save as expressly authorized in writing from time to time by TP, this Agreement does not authorize DCI and does not grant DCI with the power or authority to assume any obligation or accept any liability on behalf of TP; (b) the personnel and staff eventually employed or engaged by DCI for providing of the Services, shall not have any right and shall not be entitled to request to TP any indemnity, remuneration or any other kind of compensation (without limitation, any money, insurance or social contribution payments), being understood that TP is not a part and cannot be a part of the agreement, of any kind, between the DCI and his personnel or staff.

**12. EFFECTS AND OBLIGATIONS UPON TERMINATION**

- 12.1 Upon termination or expiration of this Agreement, all rights granted hereunder to DCI shall forthwith terminate, and the DCI shall observe and perform the following:
- 12.1.1 DCI shall immediately cease to provide the Services and shall not thereafter, directly or indirectly, represent to the public himself as a consultant of TP;
- 12.1.2 DCI shall immediately and permanently cease to use, in any manner whatsoever, any format, confidential methods, customer data base, programs, literature, procedures and techniques and any material or intellectual property of TP;



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- 12.1.3** DCI shall immediately return to TP all materials delivered by TP to DCI under this Agreement, including all written instructions and guidelines, all records, files, instructions, correspondence, customer database, brochures, agreements, disclosure statements and any material bearing confidential information, any and all other materials provided on loan and relating to the Services in the possession of DCI.
- 12.2** The Parties expressly agree that upon termination or expiration of this Agreement, the Investor Profile/s and any other information or document transmitted by the DCI to TP will be the property of TP and can be utilized by TP at its own discretion.
- 13. COMMUNICATIONS**
- 13.1** All notices and communications set forth by or in connection to this Agreement shall be sent in writing (by certified or registered mail, e-mail, fax, courier or telegram) to the following addresses:
- 13.1.1** If to TP:
- Attn: Mr. Filippo Giabbani  
Economic Promotion Agency of Tuscany  
Vittorio Emanuele II str., 62-64, 50134 Florence (Italy)  
Fax: +39 055 4628025  
E-mail: [f.giabbani@toscanapromozione.it](mailto:f.giabbani@toscanapromozione.it)
- 13.1.2** If to DCI:
- Attn: Mr. Andrew Levine  
215 Park Eve. South 10<sup>th</sup> floor, New York, NY 10003 (USA)  
E-mail: [andy.levine@aboutdci.com](mailto:andy.levine@aboutdci.com)
- 13.2** All notices and communications shall be effective upon receipt.
- 13.3** Any change of the above addresses shall be promptly communicated in writing from either Party to the other Party in accordance herewith.
- 14. GENERAL PROVISIONS**
- 14.1** This Agreement sets forth the entire agreement and understanding of the Parties hereto relating to the subject matter contained herein and merges all prior discussions between them and neither party shall be bound by any previous agreements, negotiations, commitments and writings other than as expressly stated in this Agreement.
- 14.2** Any modification of and amendment to this Agreement shall be binding only if it is recorded in a written document duly executed by or on behalf of each Party hereto.
- 14.3** The non-enforcement of any provision contained in this Agreement shall not be construed by either party as a waiver of the right to enforce the provision at another time under different circumstances and/or enforce other provisions of this Agreement.
- 14.4** This Agreement is entered into in consideration of the person of DCI which therefore shall not, without the prior written consent of TP, transfer or sub-contract to any third party, free of charge or otherwise, all or part of the rights and obligations referred to in this Agreement.
- 14.5** Should any term or condition of this Agreement be held invalid, unenforceable or anyhow in conflict with applicable laws or regulations this shall not affect the validity and enforceability of the other provisions of this Agreement and the Parties shall agree in good faith and substitute the invalid, unenforceable or conflicting provision with other valid and enforceable provisions which achieve to the maximum extent permitted the same financial and economic balance originally provided.



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**15. GOVERNING LAW AND DISPUTES**

**15.1** This Agreement shall be governed by and construed in accordance with the laws of Italy.

**15.2** The Parties hereto shall attempt to settle any dispute amicably. In the event that such attempt should fail, all disputes arising in connection with this Agreement shall be submitted to the exclusive competence of the Court of Florence, Italy.

\*\*\*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in 2 (two) counterparts as of the date first shown herein.

For and on behalf of the Economic Promotion Agency of Tuscany

By Mr. Filippo Giabbani

For and on behalf of DCI

By Mr. Andrew Levine

**ANNEX 1 – PROJECT INFORMATION**

**DCI Inc. proposal for Scouters Agreement**

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